

**IMPACT FEE FACILITY CONTRIBUTION  
AGREEMENT FOR ESCROW OF SECURITY FUND**

WHEREAS, \_\_\_\_\_, *(name)*  
hereinafter called "Owner," has made application to the City of Lincoln to approve the  
final plat of Owner's property to be known as \_\_\_\_\_  
*(name of subdivision)* ("Subdivision").

**RECITALS**

A. The City of Lincoln has previously approved the \_\_\_\_\_ *(name)*  
Conditional Annexation and Zoning Agreement ("Annexation Agreement"). The  
Annexation Agreement provides that the Owner, in consideration of the City annexing  
Owner's Property generally located at \_\_\_\_\_  
\_\_\_\_\_, *(general street location)* shall contribute funds  
toward the cost of making impact fee facility improvements to the City's Impact Fee  
Facilities attributable to 100% development of the property.

B. The Annexation Agreement further provides that Owner shall, prior to the  
approval of each final plat of the Property, provide the City a bond, escrow, letter of  
credit, or other security in an amount equal to a proportionate share of each contribution  
attributable to full development of the lots within each final plat compared to the  
approved full development of the Property under the Annexation.

C. The City has determined the proportionate share of the required  
contributions for the final plat of this Subdivision is:

\$\_\_\_\_\_ for Water Distribution

\$\_\_\_\_\_ for Water System

\$\_\_\_\_\_ for Wastewater

\$\_\_\_\_\_ for Neighborhood Park and Trail Impact Fee Facilities

\$\_\_\_\_\_ for Arterial Streets

**TOTAL**      \$\_\_\_\_\_

NOW, THEREFORE, IT IS AGREED by and between Owner and the City of Lincoln,  
Nebraska, a municipal corporation, hereinafter called the "City," as follows:

1. That prior to approval of the final plat of this Subdivision, Owner shall deposit the sum of \$\_\_\_\_\_ (*foregoing Total*) with \_\_\_\_\_ (*Bank*), hereinafter "Bank" as escrow agent for the City of Lincoln, the same to be held in escrow as security to guarantee the payment of the contributions described in Recital C above attributable to the development of this Subdivision or obtain a loan of immediately payable funds from Bank in said amount and irrevocably pledge and assign said funds to Bank as escrow agent for the City, the same to be held in escrow as security to guarantee payment of the contributions described in Recital C above attributable to the development of this Subdivision. Said escrow funds shall be allocated to the specified improvements as designated in Recital C above. Owner's proportionate payments of the Water Distribution, Water System, Wastewater, Neighborhood Park & Trail and Arterial Street Impact Fee Facility Contributions shall be paid to City within thirty days written notice from the City that the following two events have occurred: (i) the City has awarded a bid and entered into a contract for the improvement of an eligible Water Distribution, Water System, Wastewater, and/or Neighborhood Park and Trail Impact Fee Facility and/or Arterial Street Improvements, and (ii) a final judgment of a court of competent jurisdiction has declared the Impact Fee Ordinance invalid and unenforceable.

2. The funds designated for any one contribution may be released from escrow when that payment has been made to the City and the City has certified to Bank in writing that payment of the contribution has been received, provided that all other funds in the escrow account designated as security for remaining unpaid contribution shall remain in escrow until the contribution for which said funds have been designated has been paid to and received by the City of Lincoln. In the event any or all of the aforesaid contributions are not paid to the City by the payment date listed in paragraph 1 above, then and in that event, Bank upon written request from the City shall pay the City the total amount of funds designated for each of the aforesaid contributions which shall not have been paid on said date.

3. This Agreement shall be contingent upon its execution by the parties hereto, the Owner's deposit of the required security with Bank or Owner's obtaining a loan of the required immediately payable funds, and the pledge and assignment of those funds as the required security to Bank as escrow agent for the City of Lincoln and Acceptance of this Agreement by said escrow agent.

4. Owner agrees to pay any and all fees charged by Bank as escrow agent for the City of Lincoln under the terms of this Agreement.

5. Bank shall be liable as a depository only.

6. In the event of any conflict between the provisions of this Agreement and the Annexation Agreement, the provisions of this Agreement shall be deemed to be controlling.

7. Notwithstanding anything above to the contrary, the City agrees to release the funds placed in escrow in the event a final judgment of a court of competent jurisdiction has declared the Impact Fee Ordinance valid and enforceable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
(name of Owner)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

CITY OF LINCOLN, NEBRASKA,  
a municipal corporation

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Coleen J. Seng, Mayor

STATE OF NEBRASKA        )  
                                      ) ss.  
COUNTY OF LANCASTER    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

\_\_\_\_\_  
Notary Public

(Individual(s) Acknowledgment):

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ COUNTY )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

(Please indicate name(s) and marital status of person(s) signing)

(Seal)

\_\_\_\_\_  
Notary Public

(Corporate Acknowledgment):

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ COUNTY )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, president of \_\_\_\_\_, on behalf of the corporation.

(Seal)

\_\_\_\_\_  
Notary Public

(Partnership Acknowledgment):

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ COUNTY )

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, general partner of \_\_\_\_\_, on behalf of the partnership.

(Seal)

\_\_\_\_\_  
Notary Public

(Limited Liability Company Acknowledgment):

STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ COUNTY )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, managing member of \_\_\_\_\_, on behalf of said limited liability company.

(Seal)

\_\_\_\_\_  
Notary Public

## ACCEPTANCE OF ESCROW AGREEMENT

\_\_\_\_\_ (Bank) hereby agrees to the terms and instruction listed above and acknowledges that it has received a deposit in the sum of \$\_\_\_\_\_ from \_\_\_\_\_ (name of Owner), hereinafter "Owner" or that it has loaned \$\_\_\_\_\_ of immediately payable funds to Owner and has received an irrevocable pledge and assignment of those funds from Owner to be held in escrow (Escrow Account No. \_\_\_\_\_) by \_\_\_\_\_ as escrow agent for the City of Lincoln, Nebraska, a municipal corporation, to ensure payment of the contributions listed in the above and foregoing Agreement and further agrees not to release any of said monies deposited or pledged and assigned to secure payment of said contributions until it has received written authorization from the City of Lincoln.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ (Bank)

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER   )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ (Bank).

\_\_\_\_\_  
Notary Public